(c) The lessee shall work out the lease himself and not transfer or sublet it to others without the previous sanction of the Chief Conservator of Forests, or the Conservator of Forests, Shimoga, as the case may be.

(d) The barked wood shall be the property of the lessee.

(e) The coolies employed by the lessee must take permits from the Range Officers when they enter State Forests.

(f) The lessee shall keep accounts showing the quantity of the bark collected and removed in accordance with the lease and permit the inspection of such accounts by any Forest Officer of and above the rank of a Ranger having jurisdiction within the area referring to the lease, and officers of the Revenue and Police Departments of and above the rank of an Amildar or Police Inspector, respectively.

(g) The lessee shall tender every month to the District Forest Officer in the prescribed form an account of the number of cart-loads of tangadi and kakke barks collected and carted during the month.

(h) The lessee shall provide printed licenses and passes in triplicate for the collection and for the export of the bark under his signature. In the latter case, each cart-load must be covered by a pass. These licenses and passes which will be in books shall be obtained from the Range Forest Officer and will have a seal of the District Forest Officer, impressed. The duplicate copies will be submitted to the Range Forest Officer, on the day on which the license or pass is issued. When the books are completed, the counterfoils should be returned to the District Forest Officer through the Range Forest Officer and fresh supply obtained.

Note.—(i) Forest forms approved in Government Order No. G. 6119-21—Ft. 178-28-2, dated 20th November 1928, shall be used.

(ii) Unused licenses and books remaining with the lessee on 31st July 1933 shall be returned to the District Forest Officer and before the lessee claims the refund of the security deposit.

(i) The lessee or sub-lessee, his agents or maistries and servants shall be held responsible for any fires caused by negligence either by themselves or by their workmen and shall prevent the occurrence of fires in the forests in which they may be working and render prompt assistance in extinguishing such fires as may break out accidentally.

(j) They will also be liable under the Forest Regulation, irrespective of any action that may be taken under the contract. They shall remove out of the limits of the District before the 31st July 1933, all bark collected and stored under the terms of the lease.

(k) Neither the lessee or sub-lessee nor his employees shall enter the State Forests either before sunrise or after sunset.

(l) No collection of the bark will be permitted in the State Forests, during the fire season, *i. e.*, from the 15 February to end of April of each year.

(m) The lessee or sub-lessee shall not interfere with the recognised rights of inamdars.

(n) The lessee or sub-lessee shall hold himself responsible for the acts of his agents or servants in the business of collection and transport.

12. In the event of breach of any of these conditions, the lease will be cancelled or the security amount forfeited in whole or in part or both these penalties will be enforced at the discretion of the Chief Conservator of Forests or the Conservator of Forests, Shimoga as the case may be. In the case of mere forfeiture of the security deposit amount, the difference will be made good immediately by the contractor, and in the case of the cancellation of the lease, the right will be resold, the lessee not being entitled to moneys already paid by him or for the subsequent excess realisations by resale, the deficit if any, that may result from such resale being recovered from him as an arrear of land revenue.

MAHOMED PIR,
District Forest Officer.

SHIMOGA FOREST DIVISION.

SALE OF TIMBER LOGS AND SAWN MATERIALS.

Abstract Notification dated 28th October 1931.

The attention of the public is invited to the detailed notification dated 28th October 1931, (regarding the sale of timber and sawn materials to be held in the Timber Depot and Saw Mill Depot on the 23rd and 25th November 1931, respectively) published on pages 1214 and 1215, Part VI of the *Mysore Gazette*, dated 5th November 1931.

Notification dated 11th November 1931.

It is hereby notified for general information of the public that the undermentioned bamboo license books, issued from this office for use to the Deputy Amildar, Kumsi Sub-Taluk, are said to be missing. Persons found in possession of the said books or using them will be prosecuted.

Bamboo license Book No. 7841.
Do 9117.

C. A. JABBAR,
District Forest Officer.

BHADRAVATI FOREST DIVISION.

Notice dated 5th November 1931.

It is hereby notified for information that a sum of Rs. 276-2-2 excluding interest for 1930-31, being the deposit tendered by Mr. Syed Abdul Gaffoor, Timber Merchant, Bangalore, on account of timber sales of Tarikere depot held during June 1923 remains unclaimed. Claimants, if any, should put forth their claims in writing to the undersigned within one month from the date of publication of this notice, failing which, the amount will lapse to Government.

SALE OF TIMBER.

Notification, dated 13th November 1931.

The undermentioned quantities of timber will be sold by public auction under the following conditions at the following Depot by the District Forest Officer, Bhadravati Division, or any other Gazetted Officer deputed by him for the purpose from 2 P.M. to 5 P.M., on the date noted below :—

Sl. No.	Name of Depot	Description of timber				Date of sale	Remarks
		Teak C. ft.	Honne C.ft.	Masti	Other kinds C.ft.		
1	Bhadravatti Depot	9,000	4,000	500	2,000	7th December 1931	

N.B.—Timber belonging to the defaulters of previous sales will also be resold on the above date at their risk.

Conditions.

1. Each bidder shall place a deposit of Rs. 200 with the officer conducting the sale but defaulters to the department will not be allowed to bid at the sales.

In the case of purchasers of timber in small quantites full value thereof, will be accepted, if tendered on the spot and the payment of deposit in such cases will not be insisted upon.

2. Any person bidding at the sale may be required by the officer conducting the sale to state whether he is bidding on his own behalf or as an agent, and in the latter case, to produce a written authority duly signed by the principal.

3. The highest bidder shall ordinarily be the purchaser, but the officer conducting the sale can reject any bid or stop the sale at any stage without assigning any reason to the intending purchasers.

4. Immediatly after the lot is knocked down to him, the successful bidder shall sign him name opposite the number and specification of the lot bought by him in a book provided for the purpose. Such signature shall be held as admission on his part of having bought such lot and of having accepted the terms of the sale as herein specified. All sales of which the amount exceeds Rs. 500 in each case is subject to the confirmation of the Conservator and in other cases to that of the District Forest Officer.

5. After conclusion of the sale, each purchaser shall pay 10 per cent of the amount in cash to the officer conducting the sale and obtain in return from him a receipt vouching for the payment of the one-tenth value as well as the initial deposit of Rs. 200. Should any purchaser fail to comply with this rule, the initial deposit of Rs. 200 shall at once be forfeited to Government and the officer conducting the sale shall be at liberty to resell the timber purchased by such defaulter who shall be required to make good any loss, but shall not participate in any profit from such resale. The amount due by such defaulter on account of loss from resale shall be recovered from him as a revenue demand under section 79 of the Mysore Forest Regulation. In calculating such losses, the intital deposit forfeited to Government shall not be taken into account.

6. The deposits tendered by the unsuccessful bidders shall be returned immediately after the sales are concluded, those of successful bidders being lodged in the Savings Bank as security deposit.

7. The full value of all timber purchased shall be paid not later than the 15th May 1932 The money shall be paid into such treasury as the District Forest Officer may direct, within the time specified.

Ordinarily no extension of time will be given for the payment of any amount, but if any amount is permitted to be paid after the due date interest will be charged therein at 9 per cent per annum.

8. If the amount is not fully paid for by the purchaser before the date fixed above the initial deposit as well as the other moneys already paid in shall be forfeited to Government and all or any portion of the timber not full paid for shall be, resold, at the risk of the purchaser in the manner prescribed for default of payment of one-tenth value in clause 5 *supra*.

9. No timber lot shall be permitted to be removed by the purchaser unless it has been paid for in full, calculated at the rates at which the timber is knocked down to him at the time of sale, excluding the 10 per cent deposit paid for the lot at the time of the sale and no timber shall be removed from the depot unless a permit is obtained from the Forest Officer in charge of the depot. The earnest money will not be adjusted towards the value of timber, until 90 per cent of the purchase money over and above the security deposit has been paid.

10 Timber purchased should be removed as early possible, and in no case should it be allowed to remain longer than 90 days after the dates fixed in clause 7 *supra*. Timber not removed after purchase, will remain in the Depot at the risk of the purchaser from the date of the confirmation of the sale.

11. If the timber is not removed within the time allowed, the same may, after ten days' notice to the purchaser, be sold in public auction and the proceeds will be given to the purchaser after defraying all the expenses in connection with the resale.

12. The deposit of Rs. 200 will remain as security for the due fulfilment of all and every one of the terms of sale, for the breach of any of which by the purchaser, the District Forest Officer shall be entitled to forfeit the deposit in whole or in part and in the event of such forfeiture, the sum so forfeited, shll be immediately made good by the purchaser so long as the transaction is not finally closed. The security deposit or the balance thereof, if any, shall be returned to the purchaser after the full value of timber purchased has been paid for and the timber fully removed.

Notification, dated 11th November 1931.

It is hereby notified for general information that the exclusive right of collecting the Honge seeds and leaves in the State Forests, Plantations, Amrut Mahal Kavals and Reserved Lands of the undermentioned Ranges pertaining to the jurisdiction of this division up to the end of June 1932, will be sold by public auction by the undermentioned Officers, on the dates noted against them as detailed below :—

Name of Sub-Division	Name of Range	Name of Taluk	Date of sale	Place of sale	Officer conducting the sale
1. Bhadravati	Bhadravati ..	....	30th November 1931.	Forest Sub-Division Office, Bhadravati.	Sub-Division Officer, Bhadravati.
	Bhadrapur ..				
	Channagiri ..				
2. Narasimharajapura.	Narasimharajapura ..	....	28th November 1931.	Forest Sub-Division Office, Narasimharajapura.	Sub-Division Officer, Narasimharajapura.
	Chikkagrahara ..				
	Umbalebile ..				
3. Hebbe ..	Tadasa ..	.....	27th November 1931.	Do ..	Sub Division Officer, Hebbe or Narasimharajapura.
	Hebbe ..				
	Muthodi ..				

1. The auction sale will commence at 2 P.M., and if it is not concluded on the same day, will be continued on the next following day.

2. Defaulters on account of previous lease will not be permitted to bid.

3. Intending bidders must be in possession of certificate from the Amildar of the taluk in which they reside, vouching for their solvency. No person will be allowed to bid in the absence of such certificate. The person who may be allowed to bid without such certificates must pay up full lease amount and cesses therein at once after the sale.

4. No person will be allowed to bid unless he has deposited with the officer holding the sale a sum of Rs. 10 which must be deposited in the form of currency notes. The deposits of unsuccessful bidders will be returned immediately after the sale.

5. The exclusive right of collecting and removing the produce above described will be disposed of to the highest bidder subject to the confirmation of the District Forest Officer, or the Conservator of Forests as the case may be, who at his discretion may accept or reject the highest or any other bid without assigning any reason therefor.

6. The successful bidder shall, at the close of the sale, pay up the one-fourth sale amount, together with the cesses on the entire sale inclusive of the initial deposit and shall further pay the balance of three-fourths of the sale amount within a week from the date of receipt of confirmation order. In default, the deposits will be forfeited and the right resold. Such resale will be at the risk of the defaulting purchaser, who will be liable to make good any loss that may result to Government by it, but will not participate in any profit accruing therefrom. If the deficit be not paid, it will be recovered as a Revenue Demand, interest at 9 per cent will be charged on all arrears of lease amount.

N.B.—This condition applies only to the contractors who produce solvency certificates.

7. If the sale is not confirmed, the amount paid will be refunded.

8. The accepted bidder shall execute an agreement within fifteen days of the intimation of the confirmation of the sale binding himself to observe the conditions hereunder mentioned duly furnishing a security deposit equal to one-fourth sale amount, if the total lease amount exceeds Rs. 100 in each case. In default, the acceptance of the bid will be revoked, the money already paid forfeited, and the right resold.

Further conditions to be entered in the agreement :—

(*a*) The lessee shall hold himself responsible for the cutting or injuring of any other trees on the plea of collecting the produce. The lessee shall be held personally responsible for the acts of his agents or servants.

(*b*) The lessee shall furnish a list of sub-contractors, agents or servants who may be appointed by him for the collection of the produce.

(*c*) The lessee shall work out the lease himself and not transfer or sublet it to others without the previous sanction of the District Forest Officer or the Conservator of Forests.

(*d*) The coolies employed by the lessee must take permission from the Range Officers before they enter State Forests.

(*e*) The lessee shall keep and render accounts every month to the District Forest Officer or Sub-Division Officer of the produce collected and removed by him or his agents during the month. His accounts will be liable for the inspection of the Conservator of Forests or the District Forest Officer or by any other officer deputed by either of them.

(*f*) The lessee, his agents or servants shall render all possible help in preventing the occurrence of fires in forests in which he or they may be working and render prompt assistance in extinguishing such fires as may break out accidentally.

(*g*) The lessee shall remove out of the limits of the Forests all produce collected and sold under the terms of the lease before the close of the official year, each consignment should cover with a pass obtained from the Range Officer.

(*h*) Neither the lessee nor his servants shall enter the State Forests either before sunrise or after sunset.

(*i*) The village amarayi produce is not included in the contract.

9. In the event of the breach of any of the above conditions, the lease will be liable to be cancelled and the lessee fined to the extent of Rs. 100 which will be recovered as an arrear of revenue demand.

H. V. RANGASWAMY IYENGAR,
District Forest Officer,

KADUR FOREST DIVISION.

Abstract Notification dated 8th October 1931.

The attention of the public is invited to the detailed notifications (i) Sale of timber High Forests, (ii) Sale of timber in Pole Forests, (iii) Sale of Fuel trees, (iv) Sale of Bamboos in the Forests of this Division, published on pages 1216 and 1217, Part VI of the *Mysore Gazette*, dated 5th November 1931.

Abstract Notification dated 24th October 1931.

The attention of the public is invited to the detailed notification regarding the sale of timber in the several State Forests of this Division, printed on pages 1217 and 1218, Part VI of the *Mysore Gazette*, dated 5th November 1931.

Abstract Notification Chikmagalur, dated 24th October 1931.

The attention of the public is invited to the detailed notification dated 24th October 1931, regarding the sale of Timber in the Plantations of the Koppa Range, printed on pages 1218 and 1219, Part VI of the *Mysore Gazette*, dated 5th November 1931.

Notification dated 6th November 1931.

The undermentioned quantities of timber will be sold by public auction under the following conditions at the following depots by the District Forest Officer, Kadur Division, at 2 P.M., on the dates and places noted below :—

Name of depot	Teak poles	Matti logs	Matti rafters	Nandi reepers	Date of sale	Place of sale
	C.ft.	C.ft.	C.ft.	C.ft.		
Kadur Depot ...	1,000	...	...	...	2nd December 1931.	Kadur Depot
Chikmagalur Sandal koti	...	...	100	2,500	1st December 1931.	Sandalkoti, Chikmagalur.

N.B.—More or less.

Conditions.

1. Each bidder shall place a deposit of Rs. 200 with the officer conducting the sale. But defaulters to the department will not be allowed to bid at the sales.

(*a*) In the case of purchasers of timber in small quantities, full value thereof will be accepted if tendered on the spot, and the payment of deposit in such cases will not be insisted.

2. Any person bidding at the sale may be required by the officer conducting the sale to state whether he is bidding on his own behalf or as an agent, and in the latter case, to produce a written authority duly signed by the principal.

3. The highest bidder shall ordinarily be the purchaser, but the officer conducting the sale, can reject any bid or stop the sale at any stage without assigning any reason to the intending purchasers.

4. Immediately after the lot is knocked down to him, the successful bidder shall sign his name opposite the number and specification of the lot bought by him in a book provided for the purpose. Such signature shall be held as admission on his part of having bought such lot and of having accepted the terms of the sale as herein specified. All sales of which the amount exceeds Rs. 500 in each case is subject to the confirmation by the Conservator and in other cases to that of the District Forest Officer.

5. After conclusion of the sale, each purchaser shall pay 10 per cent of the amount in cash to the officer conducting the sale and obtain in return from him a receipt vouching for the payment of the one-tenth value as well as the initial deposit of Rs. 200. Should any purchaser fail to comply with this rule, the initial deposit of Rs. 200 shall at once be forfeited to Government and the officer conducting the sale shall be at liberty to resell the timber purchased by such defaulter who shall be required to make good any loss, but shall not participate in any profit from such resale. The amount due by such defaulter on account of loss from resale shall be recovered from him as a revenue demand under section 79 of the Mysore Forest Regulation. In calculating such losses, the initial deposit forefeited to Government shall not be taken into account.

In cases of resales for default of payment of value where no bidders are forthcoming, it will be open to the District Forest Officer to fix such price as may appear to him to be reasonable and to proceed for the recovery from the defaulter of the balance, if any, after deducting the price so fixed from the original sale amount. A registered notice will be issued to the defaulter intimating the price fixed by the District Forest Officer, for the unsold wood and the amount still due from him which will be recovered as arrears of Land Revenue.

6. The deposits tendered by the unsuccessful bidders shall be returned immediately after the sales are concluded, those of successful bidders being lodged in the Savings Bank as security deposit.

7. The full value of all timber purchased shall be paid for within 30 days after the date of sale or within 15 days after the date of the notice of confirmation of the sale, whichever is later. In case of purchases of above Rs. 1,000 in value, the purchaser shall be permitted to pay up the balance in instalments or not less than Rs. 1,000 provided the full value is paid not later than the 15th June 1932. The moneys shall be paid into such treasury as the District Forest Officer may direct, within the time specified.

8. If the amount is not fully paid for by the purchaser before the dates fixed above, the initial deposit as well as the other moneys already paid in, shall be forfeited to Government and all or any portion of the timber not fully paid for shall be resold at the risk of the purchaser in the manner prescribed for default of payment of one-tenth value in clause 5 *supra*.

9. No timber lot shall be permitted to be removed by the purchaser unless it has been paid for in full, calculated at the rates at which the timber is knocked down to him at the

time of sale, excluding the 10 per cent deposit paid for the lot at the time of the sale; and no timber shall be removed from the depot unless a permit is obtained from the Forest Officer in charge of the depot. The earnest money will not be adjusted towards the value of timber until 90 per cent of purchase money over and above the security deposit has been paid.

10. Timber purchased should be removed as early as possible, and in no case should it be allowed to remain longer than 90 days after the dates fixed in clause 7 *supra*. Timber not removed after purchase, will remain in the Depot at the risk of the purchaser from the date of the confirmation of the sale.

11. If the timber is not removed within the time allowed, the same may after ten days' notice to the purchaser, be sold in public auction and the proceeds will be given to the purchaser after defraying all the expenses in connection with the resale.

12. The deposit of Rs. 200 will remain as security for the due fulfilment of all and every one of the terms of sale, on the breach of any of which by the purchaser, the District Forest Officer shall be entitled to forfeit the deposit in whole or in part and in the event of such forfeiture, the sum so forfeited shall be immediately made good by the purchaser so long as the transaction is not finally closed. The security deposit or the balance thereof, if any, shall be returned to the purchaser after the full value of timber purchased has been paid for and the timber fully removed.

S. VENKATAVARADAIENGAR,
District Forest Officer

ENGINEERING DEPARTMENT.

BANGALORE DIVISION.

Dated 2nd November 1931.

1. Notice is hereby given that sealed tenders will be received at the Office of the Executive Engineer, Bangalore Division, up to 2 P.M., on 30th November 1931, for constructing a Middle School Building, Gudemaranahally, Magadi Taluk. An approximate estimate of quantities is given below. These quantities are not guaranteed. The work should be completed by the end of June 1932.

2. The plans, detailed estimates and conditions may be seen at the Executive Engineer's Office at Bangalore between the hours of 11 A.M. to 5 P.M.

3. Tenders should be submitted on printed forms which may be obtained from the Executive Engineer. The tenders should be accompanied by a statement in the form given below, showing the rates at which the different items specified will be executed.

4. Each tender must be accompanied by a deposit of Rs. 100 in cash or in Government Promissory Notes, as earnest money and be superscribed "Tender for constructing a Middle School Building at Gudemaranahally, Magadi Taluk," in default of which, tenders will be rejected.

5. The final acceptance of any tender will rest with the Executive Engineer, who does not bind himself to accept the lowest or any tender or to assign any reason whatever for the rejection of any tender.

6. Within eight days of the acceptance, of the tender the successful competitor will be required to execute the usual contract bond, in default of which his tender will be considered cancelled and his earnest money will be forfeited.

7. The name of the successful competitor, whose tender has been accepted, will be posted on the notice board in the Executive Engineer's Office in due course. No enquiries regarding the acceptance or rejection of a tender will receive any reply.

8. On acceptance of one of the tenders, the earnest money on rejected tenders will be returned.

9. Percentage rates above or below the estimate amount will not be accepted.

10. No claims for enhanced rates will be entertained on any account after acceptance of tenders.

11. The contractor will be dealt with in terms of the bond for any short progress or delay. In matters of all disputes about rates measurements quality of work, etc, and in all disputes of any kind the decision of the Chief Engineer will be final and legally binding on the contractors.

12. Rates should be quoted both in words and figures for each item of work and lumpsum provisions are subject to modifications as per data worked out during the execution. For individual items of work under lumpsum provisions the rates tendered for similar items of work will be paid and for other items the rates as per schedule of rates will be paid at the discretion of the Executive Engineer.